

GREENBRIER
MANAGEMENT SERVICES

Greenbrier Management Services, LLC

One Centerpointe Drive Suite 400
Lake Oswego Oregon 97035
503 684 7000 Fax 503 968 4383

RECORDATION NO. 29923 FILED

October 3, 2011

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SURFACE TRANSPORTATION BOARD

VIA FEDERAL EXPRESS

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301 are three (3) originals and two (2) photocopies of a Memorandum of Lease Agreement dated as of August 23, 2010 for Rider No. 1 dated as of August 23, 2010, a primary document as defined in the Rules for the Recordation of Documents, 49 C.F.R. Section 1177. Also enclosed is a check for \$41 payable to the order of the Surface Transportation Board covering the required recordation fee.

The names and addresses of the parties to the enclosed document are:

Lessor: WL Ross-Greenbrier Rail I LLC
c/o Greenbrier Management Services, LLC
One Centerpointe Drive, Suite 400
Lake Oswego, Oregon 97035

Lessee: Louisiana-Pacific Corporation
414 Union Street, Suite 2000
Nashville, Tennessee 37219

A description of the railroad equipment covered by the enclosed document is:

Seventy-five (75) 73-foot, 110-ton center partition flatcars marked and numbered within the series AOK 21530 to AOK 29349, and numbered as more particularly set forth in the schedule attached to the document.

Please return stamped copies of the enclosed document not needed for your files to the undersigned.

Section Chief
Surface Transportation Board
October 3, 2011
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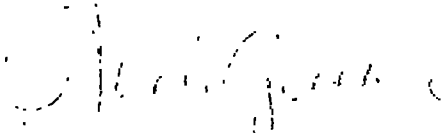
A short summary of the enclosed document to appear in the Board's Index is:

Memorandum of Lease Agreement dated as of August 23, 2010 for Rider
No. 1.

If you have any questions, please do not hesitate to call.

Sincerely,

GREENBRIER MANAGEMENT SERVICES, LLC,
As Manager for WL Ross-Greenbrier Rail I LLC

A handwritten signature in dark ink, appearing to read "Sheri Clarke Grether", is written over a faint, circular embossed seal or stamp.

Sheri Clarke Grether
Paralegal

SCG:ms
Enclosures

cc: Edward M. Luria, Esq.

OCT 05 '11 -1 05 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LEASE AGREEMENT

BETWEEN

WL ROSS-GREENBRIER RAIL I LLC ("LESSOR")

AND

LOUISIANA-PACIFIC CORPORATION ("LESSEE")

AUGUST 23, 2010

RIDER NO. 1

AUGUST 23, 2010

Memorandum of a Lease Agreement and Rider No. 1 thereto, made and entered into as of August 23, 2010, by and between WL Ross-Greenbrier Rail I LLC, a Delaware limited liability company ("Lessor"), and Louisiana-Pacific Corporation, a Delaware corporation ("Lessee").

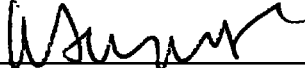
WITNESSETH:

1. Lessor has agreed to furnish to Lessee, and Lessee has agreed to lease from Lessor seventy-five (75) 73-foot, 110-ton riserless deck center partition flatcars with fabricated top chords, designed for a gross rail load of 286,000 lbs., marked and numbered as set forth in Exhibit A attached hereto.
2. Rider No. 1 to the Lease Agreement shall be effective as of the date first set forth hereinabove and shall be subject to the lease term set forth in the Lease Agreement and Rider No. 1, as each may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their respective officers as of the date and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Lessor by authority of its Manager and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessor. I further declare under penalty of perjury that the foregoing is true and correct.



WL ROSS-GREENBRIER RAIL I LLC

By: 

Title: Vice President

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Lessee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lessee. I further declare under penalty of perjury that the foregoing is true and correct.

LOUISIANA-PACIFIC CORPORATION

By:  

Title: VP, Procurement

EXHIBIT A

Mark	Number	Mark	Number
AOK	21530	AOK	21579
AOK	21532	AOK	29164
AOK	21533	AOK	29176
AOK	21534	AOK	29181
AOK	21535	AOK	29185
AOK	21536	AOK	29190
AOK	21537	AOK	29193
AOK	21538	AOK	29202
AOK	21539	AOK	29205
AOK	21541	AOK	29206
AOK	21542	AOK	29211
AOK	21543	AOK	29213
AOK	21544	AOK	29215
AOK	21545	AOK	29224
AOK	21547	AOK	29227
AOK	21548	AOK	29236
AOK	21549	AOK	29237
AOK	21550	AOK	29247
AOK	21553	AOK	29254
AOK	21554	AOK	29255
AOK	21555	AOK	29259
AOK	21556	AOK	29280
AOK	21557	AOK	29286
AOK	21558	AOK	29294
AOK	21559	AOK	29298
AOK	21560	AOK	29300
AOK	21562	AOK	29308
AOK	21563	AOK	29309
AOK	21565	AOK	29310
AOK	21566	AOK	29314
AOK	21567	AOK	29331
AOK	21570	AOK	29332
AOK	21572	AOK	29333
AOK	21573	AOK	29334
AOK	21574	AOK	29335
AOK	21575	AOK	29344
AOK	21576	AOK	29349
AOK	21577	Total:	75 Cars